IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF MISSOURI

Iretta Jenise Cummings, Plaintiff, vs. Equifax Information Services, LLC, Serve Registered Agent at: CSC – Lawyers Incorporating Service Company 221 Bolivar Street Jefferson City, MO 65101 Defendant.	))))))))))))))	Case No. 4:17-cv-00875

COMPLAINT FOR DAMAGES

COMES NOW Plaintiff, Iretta Jenise Cummings, by and through her attorneys at The Law Offices of Tracy L. Robinson, LC, who, pursuant to 15 U.S.C. § 1681, *et seq*., in her Complaint for Damages states and alleges to the Court as follows:

INTRODUCTION

This is an action for damages brought by individual consumer Iretta Jenise Cummings against Equifax Information Services, LLC for violations of the Fair Credit Reporting Act (hereafter "FCRA"), 15 U.S.C. §§1681, *et seq*, as amended.

JURISDICTION AND VENUE

1. Jurisdiction over this proceeding arises from 15 U.S.C. § 1681 and generally under 28 U.S.C. § 1331.

2. Venue in this Court is proper in that Defendant transacts business in the state of Missouri and Missouri is where the injuries occurred.

PARTIES AND SERVICE

3. Iretta Jenise Cummings (hereafter "**Plaintiff**"), is a natural person who resides in the State of Missouri.

4. Defendant Equifax Information Services, LLC, hereafter ("**Defendant**"), is a business entity that regularly conducts business in Missouri, and may be served through its Registered Agent, CSC – Lawyers Incorporating Service Company, at 221 Bolivar Street, Jefferson City, MO 65101.

FACTUAL ALLEGATIONS COMMON TO ALL COUNTS

5. On September 29, 2014, Plaintiff filed a Chapter 13 Bankruptcy in the Western District of Missouri as Case No. 14-43325-abf13.

6. The Notice of Chapter 13 Bankruptcy Case, Meeting of Creditors & Deadlines was entered on April 5, 2012, showing K&C Budget Lot ("K&C") and A&M Finance ("A&M") were sent notices of Plaintiff's bankruptcy.

7. The BNC Certificate of Mailing of the Notice of Chapter 13 Bankruptcy Case, Meeting of Creditors & Deadlines is attached as Exhibit A.

8. Plaintiff had a secured car loan with K&C, and an unsecured repossession deficiency with A&M that were both surrendered and discharged through her Chapter 13 bankruptcy.

9. The pertinent pages of Plaintiff's Schedule D and Schedule F are attached as Exhibit B.

10. Plaintiff received her discharge on May 19, 2017.

11. The Notice of Discharge of Debtor After Completion of Chapter 13 Plan was entered on May 21, 2017, showing K&C and A&M were sent notices of Plaintiff's discharge.

12. The BNC Certificate of Mailing of the Notice of Discharge of Debtor After Completion of Chapter 13 Plan is attached as Exhibit C.

13. On or about July 7, 2017, Plaintiff requested and reviewed her credit reports from Defendant, Experian and Trans Union.

14. Plaintiff became aware that K&C and A&M were misreporting information on her Equifax and Trans Union credit reports.

15. K&C was reporting incorrectly an outstanding balance of $7,473, a past due amount of $10,173, negative payment history during Plaintiff's case, and a Status of "Repossession".

16. A&M was reporting incorrectly an outstanding balance of $7,704, a past due amount of $7,704, a charge off amount of $9,514, negative payment history during Plaintiff's case, and a Status of "Charge Off".

17. However, Plaintiff discharged the debts owed to K&C and A&M through her Chapter 13 case.

18. The pertinent pages of Plaintiff's incorrect Equifax and Trans Union credit reports are attached as Exhibit D.

19. On July 14, 2017, Plaintiff sent Disputes to Defendant and Trans Union disputing K&C and A&M's incorrect reporting in accordance with 15 U.S.C. § 1681i.

20. Copies of Plaintiff's dispute letters are attached as Exhibit E.

21. Trans Union corrected the reporting internally.

22. Defendant failed to send Consumer Dispute Verifications ("ACDVs") to K&C and A&M as required by 15 U.S.C. § 1681i, and the incorrect reporting remains.

23. The pertinent pages of Plaintiff's incorrect Equifax credit report are attached as Exhibit F.

24. Defendant's failure to conduct a reasonable reinvestigation of Plaintiff's account was a substantial factor causing Plaintiff reduced credit scores, emotional distress, frustration, missed time from work in order to tend to this matter, missed personal time in order to tend to this matter, vehicle operating costs for miles driving in order to tend to this matter, inconvenience and the hindrance to her fresh start entitled under the Bankruptcy Code.

25. The inaccurate information negatively reflects upon Plaintiff, Plaintiff's credit repayment history, Plaintiff's financial responsibility as a debtor and Plaintiff's credit worthiness.

COUNT I
DEFENDANT EQUIFAX
VIOLATIONS OF THE FCRA

26. Plaintiff repeats, realleges, and incorporates by reference each and every prior paragraph in this Complaint.

27. Defendant is a "consumer reporting agency" as that term is defined by 15 U.S.C. §1681a(f).

28. The above-mentioned credit reports were "consumer reports" as that term is defined by 15 U.S.C. §1681a(d).

29. Pursuant to 15 U.S.C. §1681n and §1681o, Defendant Equifax is liable to Plaintiff for engaging in the following conduct:

a. Willfully and negligently failing to conduct a proper and reasonable reinvestigation concerning the inaccurate information after receiving notice of the dispute from Plaintiff in violation of 15 U.S.C. §1681i(a);

b. Willfully and negligently failing to provide prompt notice of the inaccurate information and Plaintiff's dispute to K&C and A&M, in violation of 15 U.S.C. §1681i(a);

c. Willfully and negligently failing to provide all relevant information provided by Plaintiff regarding the dispute of the inaccurate information to K&C and A&M, in violation of 15 U.S.C. §1681i(a);

d. Willfully and negligently failing to review and consider all relevant information submitted by Plaintiff concerning the dispute of the inaccurate information, in violation of 15 U.S.C. §1681i(a);

e. Willfully and negligently failing to timely and properly investigate the inaccurate information after receiving notice of the dispute from Plaintiff; and

f. Willfully and negligently failing to employ and follow reasonable procedures to assure maximum possible accuracy of Plaintiff's credit report, information and file, in violation of 15 U.S.C. §1681e(b).

30. Defendant Equifax's conduct was a direct and proximate cause, as well as a substantial factor, in bringing about the actual damages and harm to Plaintiff that are outlined more fully above, and as a result, Defendant Equifax is liable to Plaintiff for the full amount of statutory, actual and punitive damages, along with attorney's fees and costs of litigation.

WHEREFORE, Plaintiff prays judgment in her favor for damages as provided by the FCRA in such amount as fair and reasonable, for her actual damages incurred, for the imposition of punitive damages against Defendant Equifax in such sum as will deter Equifax Information Services, LLC and others in the future from similar conduct and for such other relief the Court deems just and reasonable.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff Iretta Jenise Cummings respectfully requests this Court award the following:

a. Actual Damages;

b. Statutory Damages for each violation of the FCRA;

c. Punitive Damages;

d. Costs and reasonable attorney's fees pursuant to the FCRA;

e. Correction of all misreported information on Plaintiff's Equifax credit report; and

f. For such other and further relief as may be just and proper.

DEMAND FOR JURY TRIAL

Please take notice that Plaintiff demands a trial by jury in this action.

Respectfully submitted,

/s/ Chelsea S. Springer
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